

## EASEMENT FOR UNDERGROUND POWER LINE AND RELATED FACILITIES

This is a conveyance of an easement for an underground power line and related facilities from the individual(s), corporation(s), partnership(s), or other entity(ies), named below as **GRANTOR** to **SAN MIGUEL POWER ASSOCIATION, INC.**, a Colorado Corporation (**SMPA**) whose address is P.O. Box 817, Nucla, Co. 81424.

The **GRANTOR** hereby sells and conveys to **SMPA** an easement, described below, and **GRANTOR** ~~warrants the title to the easement~~ as hereinafter provided.

GRANTOR:

*TODD C. HENNIS*

Personal Address/Ex. 6

Personal Address/Ex. 6

### LOCATION AND DESCRIPTION OF EASEMENT:

Beginning at pole # 32 thence Northerly 350' to 3 phase transformer located at Quonset hut. Easement shall be 20' in width (10 feet either side of installed power line.) See Exhibit "A"

### RIGHTS AND TERMS GRANTED:

1. The right to construct, reconstruct, replace, remove, maintain, upgrade to meet changing needs, and use an underground electrical distribution line and related electrical facilities, and facilities, equipment and systems used or useable for the transmission or provision of commercial telecommunications and fiber optic services (including the transmission of voice, video and data signals and the transfer or shared use of dark fiber strands), with the right to inspect, alter, repair, maintain, upgrade, and remove the same in whole or in part at any time, within the above-described easement area.
2. The right of reasonable access to and from the above-described easement area, over and across the adjoining land of **GRANTORS**, by means of existing roads, if any, or otherwise by such route or routes as will minimize any damage or inconvenience to **GRANTOR**. Such right of access shall include the right to install, maintain and use gates in any fences which now cross or shall hereafter cross the above-described easement area.
3. All cable, conduit, or other electrical or telecommunication or fiber optic facilities installed within the easement area shall remain the property of **SMPA** and shall only be relocated or removed at the sole option of **SMPA**.
4. The consideration for the grant of easement is one and no/100 dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by **GRANTOR**.

5. **GRANTOR** shall have the right to use the described easement area for any purpose that is not inconsistent with **SMPA's** enjoyment of the rights granted herein, provided that such uses by **GRANTOR** shall not interfere with or endanger any of the facilities within the easement area or use thereof by **SMPA**. **GRANTOR** shall not construct any buildings or structures, or impound any water within or upon the easement area, or drill or operate any well within the easement area. **GRANTOR** shall not make use of the easement area in any manner that would violate any applicable code or regulation.

6. **SMPA** shall, at its cost and expense, make reasonable efforts to repair any damage that **SMPA** may cause to **GRANTOR's** property in the exercise of its rights hereunder.

7. This easement and its terms shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

8. The individual signing on behalf of **GRANTOR** hereby represents and warrants that he/she is properly authorized and empowered to execute this instrument on behalf of **GRANTOR**. **GRANTOR** covenants with **SMPA** that **GRANTOR** is lawfully seized in fee simple of the above-described property and easement area, that said property and easement area is free from all encumbrances and that **GRANTOR** will forever warrant and defend all of the easement so granted to **SMPA**, against every person claiming any interest in the easement area or any part thereof.

Executed by **GRANTOR(s)** on the 6<sup>th</sup> day of OCTOBER, 20 15.

TODD C. HENNIS  
Name of Grantor(s), Corporation, Partnership or other entity  
by \_\_\_\_\_

by Todd C. Hennis  
(signature)

STATE OF Colorado  
COUNTY OF Jefferson  
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 20 15.

by \* Todd C. Hennis  
by\* \_\_\_\_\_

(\*name individual Grantor(s) or if Grantor is Corporation, Partnership or other entity, then identify signers as authorized signatory of the entity)

My commission expires 01-03-2019 (SEAL)

Notary Public

